IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

CIVIL APPLICATION NO. 3101 OF 2004
IN
WRIT PETITION NO. 3170 OF 2003.

Jaysingh Ramchandra Ingawale. ... Petitioner.
Versus.
Vithal Ranoji Vhatkar. ... Respondent.

Shri A.B.Borkar for the Petitioner.

Shri P.N.Karlekar for the Respondent.

CORAM : ABHAY S. OKA, J.

DATED : 20th JANUARY, 2006.

P.C.:

1. Heard Shri Borkar for the Petitioner in the Writ Petition and Shri Karlekar for the Respondent in the Writ Petition. This Application has been taken out by the Respondent.

2. The Petitioner is a tenant against whom a decree for eviction has been passed. Rule has been issued in the Writ Petition and the execution of the decree for possession has been stayed. The grievance of the Respondent/landlord is that the Petitioner in Writ Petition has not paid or deposited the amount equivalent to the monthly rent. Shri Borkar appearing for the Petitioner in the Writ Petition states that he is not aware whether his client has deposited the rent.

3. In any event, as there is stay operating in

favour of the Petitioner in Writ Petition, he has to deposit the rent amount upto-date and will have to continue to deposit the monthly rent on or before 10th day of every calender month in the trial Court. If there are arrears, the Petitioner in the Writ Petition will deposit the same within period of six weeks from today. If the arrears are not deposited within the stipulated period of six weeks, it will be open for the Respondent/landlord to apply for vacating the interim relief.

4. Hence the following order is passed:

(a) The Petitioner in Writ Petition No.3170 of 2003 is directed to deposit in the trial Court arrears of rent, if any, in respect of the suit premises upto date within a period of six weeks from today.

(b) The said Petitioner will continue to deposit the monthly rent in the trial Court on or before 10th day of each calender month till disposal of the writ petition.

(c) The Respondent/landlord will be entitled to withdraw the amount so deposited by the Petitioner-tenant. It is made clear that deposit of the amount and withdrawal thereof

will be without prejudice to the rights and contentions of both the parties. If any default is committed by the Petitioner, the landlord will be at liberty to apply for vacating the stay.

(d) Prayer for fixing date of hearing is rejected.

(e) Parties and the trial Court to act on an authenticated copy of this order.

Judge.